

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE:	§	
	§	
SUSANNE CARROLL,	§	CASE NO. 17-42077-BTR-13
XXX-XX-9042	§	
2140 E. POLK STREET	§	
PARIS, TX 75460	§	
DEBTOR.	§	CHAPTER 13
	§	
CREDIT ACCEPTANCE CORPORATION,	§	
MOVANT,	§	
V.	§	
	§	
SUSANNE CARROLL AND	§	
CAREY EBERT, TRUSTEE,	§	
RESPONDENTS.	§	

**MOTION OF CREDIT ACCEPTANCE CORPORATION FOR RELIEF FROM
AUTOMATIC STAY AS TO A 2007 SATURN ION,
WAIVER OF 362(e) HEARING REQUIREMENT
AND REQUEST FOR HEARING IN PLANO, TEXAS**

**_____ NO HEARING WILL BE CONDUCTED ON THIS MOTION UNLESS A
WRITTEN OBJECTION IS FILED WITH THE CLERK OF THE UNITED
STATES BANKRUPTCY COURT AND SERVED UPON THE PARTY
FILING THIS PLEADING WITHIN FOURTEEN (14) DAYS FROM THE
DATE OF SERVICE UNLESS THE COURT SHORTENS OR EXTENDS
THE TIME FOR FILING SUCH OBJECTION. IF NO OBJECTION IS
TIMELY SERVED AND FILED, THIS PLEADING SHALL BE DEEMED TO
BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING
THE RELIEF SOUGHT. IF AN OBJECTION IS FILED AND SERVED IN A
TIMELY MANNER, THE COURT WILL THEREAFTER SET A HEARING.
IF YOU FAIL TO APPEAR AT THE HEARING, YOUR OBJECTION MAY
BE STRICKEN. THE COURT RESERVES THE RIGHT TO SET A
HEARING ON ANY MATTER.**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

COMES NOW, Credit Acceptance Corporation ("Credit Acceptance"), complaining of Susanne Carroll ("Debtor") and Carey Ebert ("Trustee"), and for cause of action would respectfully show the Court as follows:

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 157 and 11 U.S.C. § 362. This is a core proceeding.
2. Debtor filed a petition pursuant to Chapter 13 of Title 11. An Order for Relief was subsequently entered.

3. Credit Acceptance is a secured creditor of the above-referenced Debtor by virtue of a security interest in a 2007 Saturn Ion, Vehicle Identification Number 1G8AW15F47Z110782, with an account number ending in 9379 ("Collateral"). Said debt and security interest are evidenced by the Retail Installment Contract and Certificate of Title attached hereto and incorporated herein fully by reference.

4. Credit Acceptance is in possession of the Collateral. Credit Acceptance attempted to contact Debtor's attorney regarding the return of the Collateral but received no response.

5. As of November 16, 2017, Credit Acceptance was owed the net balance amount of \$1,682.49 with regard to the vehicle. The account has matured and the entire net balance is due and owing.

6. But for the automatic stay, Credit Acceptance could and would foreclose its lien on the Collateral in which it holds a security interest.

7. Credit Acceptance does not have and Debtor is not able to offer adequate protection of Credit Acceptance's interest in the Collateral securing Credit Acceptance's debt.

8. Cause exists to terminate the automatic stay because of Debtor's apparent abandonment of the Collateral.

9. Further cause may exist to terminate the automatic stay if the Collateral is not properly insured. Credit Acceptance hereby demands proof of full coverage insurance, listing Credit Acceptance as loss-payee.

10. Because the Collateral described herein depreciates, any order either terminating or conditioning the automatic stay should be effective immediately and there should be no stay of the order for fourteen days after the entry of the order.

WHEREFORE, PREMISES CONSIDERED, Credit Acceptance Corporation prays for:

1. An Order of this Court granting Credit Acceptance relief from the automatic stay imposed pursuant to 11 U.S.C. § 362;

2. An Order of this Court authorizing Credit Acceptance to take immediate possession of the Collateral which is the subject of this Motion and foreclose its lien on the Collateral without further notice to the Debtor, the Trustee, or any other party-in-interest and authorizing Credit Acceptance to obtain all writs and other court orders necessary to obtain possession of its Collateral if it is not voluntarily surrendered;

3. In the alternative, an Order of this Court requiring Debtors to provide Credit Acceptance with adequate protection of its interest in the Collateral; and

4. For such other and further relief, both general and specific, to which Credit

Acceptance may show itself justly entitled.

Respectfully submitted,

/s/ Stephen G. Wilcox

Stephen G. Wilcox

State Bar Number 21454300

WILCOX LAW, PLLC

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ATTORNEY FOR CREDIT

ACCEPTANCE CORPORATION

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Motion for Relief from the Automatic Stay was served by **FIRST CLASS MAIL, POSTAGE PREPAID** on:

Marcus Leinart
11520 N. Central Expressway, Suite 212
Dallas, TX 75243

Susanne Carroll
2140 E. Polk Street
Paris, TX 75460

Synchrony Bank
c/o PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541

and by **ELECTRONIC FILING** on:

Carey Ebert
P.O. Box 941166
Plano, TX 75094-1166

U.S. Trustee
110 N. College, Ste. 300
Tyler, TX 75702

on November 21, 2017.

/s/ Stephen G. Wilcox

Stephen G. Wilcox

SUMMARY OF EXHIBITS

1. Vehicle Retail Instalment Contract dated July 20, 2011 on a 2007 Saturn Ion, Vehicle Identification Number 1G8AW15F47Z110782 with account number ending in 9379.
2. Certificate of Title on a 2007 Saturn Ion, Vehicle Identification Number 1G8AW15F47Z110782.
3. Affidavit of Alicia Ford

*Copies of Exhibits are available by written request to:

Kim Raudry
WILCOX LAW, PLLC
P.O. Box 201849
Arlington, TX 76006

8117-01037-443917